

Exhibit C

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

ELVIS RUIZ, FRANCISCO JAVIER)	
CASTO and EDUARDO MARTINEZ,)	
) Case No. CV-11-3088-RMP
Plaintiffs,)	
)
vs.)	
) Deposition of:
MAX FERNANDEZ and ANN)	DENNIS RICHINS
FERNANDEZ, a marital)	
community; WESTERN RANGE)	
ASSOCIATION, a foreign)	
nonprofit organization,)	
)
Defendants.)	

November 06, 2012; 01:44 p.m.

November 07, 2012; 09:56 a.m.

Location: 1245 Brickyard Road
Salt Lake City, Utah 84106

Reporters: Katie Harmon, RPR, CSR &
Susan Sprouse, RPR, CSR

1 is not a membership requirement that you tell the
2 association the size of your herd.

23 A. Yes.

25 A. Yes.

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510 Larson Building, 6 S. 2nd Street
Yakima, WA 98901
Phone: (509) 574-4234

1 Q. Sheep for slaughter, are they eligible for
2 membership in Western Range?

3 A. Yes.

4 Q. But it says here that members must be bona
5 fide wool growers?

6 A. Well, that's a term that was used years ago
7 for sheep people and then the hair sheep has kind of
8 come on the -- say in the last few years because of the
9 problem of getting sheep sheared, getting people into
10 the country to shear the sheep. And then the goats have
11 been tied into it. But they would be just like a goat
12 because you can eat the meat but you don't shear them.

13 MR. BERNASKE: Weeun, where are we going with
14 this? I mean, what does this have to do with this
15 lawsuit? I understand --

16 Q. Well, I'd like to know whether there are
17 sheepherders who work for what you call hair growing
18 operations?

19 A. I don't -- we don't have any in our
20 association.

21 Q. So all of your members are growing for wool?

22 A. Wool growers. Some of them might have a
23 handful but that's all I know.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10 Q. Okay. Where would that be if someone wanted
11 to look up the number of sheep requirements for
12 membership?

13 A. Well, it wouldn't be in any of our records.

14 THE WITNESS: What is that, Sarah, on the
15 petition that mentions that you have to have -- when
16 they advertise had to have to --

17 MS. PETERS: Experience.

18 A. Experience with at least a 1000 head of sheep
19 but it doesn't say you have to own that many sheep.

20 Q. Just for keeping order, you know, we really
21 can't have Ms. Peters testify without putting her under
22 oath. So I'd ask you to refrain from interacting with
23 Ms. Peters for the purpose of this testimony.

24 A. Okay.

25 Q. So in terms of the number of sheep that you

1 A. Yes.

[REDACTED]

13 Q. All right. And so other than Department of
14 Labor regulations, there would be no other --

15 A. No. No. No.

16 Q. Let me finish. No rules and regulations
17 governing member behavior that would be expected of
18 Western Range?

19 A. No.

20 Q. And I gather from that statement Western Range
21 board of directors hasn't made any rules applicable to
22 member conduct as was anticipated in the bylaws?

23 A. No.

24 (Deposition Exhibit No. 2 was received into evidence.)

25 Q. Mr. Richins, I'm handing you Exhibit DR2. And

1 to do something they wouldn't do themselves.

2 MR. BERNASKE: Can I ask for a five-minute
3 break and come right back?

4 MR. WANG: Sure.

5 (Break taken.)

[REDACTED]

23 Q. And now you said, "We mostly serve open range
24 producers." What do you mean by "open range producers?"

25 A. Well, just like I was telling you, we got the

1 alleged that they were not performing open range
2 sheepherding to this extent that would qualify Western
3 Range for the open range exemption.

4 MR. BERNASKE: I don't know what open range
5 exemption -- that is not -- I don't recall that in the
6 pleadings at all. It has to do with minimum wage --
7 standards -- Washington wage regulations is what it's
8 about. It doesn't have anything to do with the
9 Department of Labor regulations. So let's move into
10 what --

11 MR. WANG: Let's do. Let's move back to
12 Exhibit 2.

1 A. Yes, it's very possible. And it's very
2 possible we might be doing it because of the these Obama
3 rules. We've had a hard time even keeping it and so
4 we'll probably be out of it before very long.

5 Q. But in your -- what you just said about two
6 minutes ago is that you provide health insurance because
7 the Department of Labor requires it --

8 A. I don't think it's a requirement. The
9 Department of Labor, when it was set up, said it would
10 be nice if you could provide some insurance. So we
11 provide the health insurance and we provide the death
12 benefit.

13 Q. If you were to stop providing those insurance
14 benefits would you be able to avoid being a joint
15 employer of these workers?

16 A. No.

17 Q. Why is that?

18 A. Because the Department of Labor originally
19 said it would be nice if you would provide them, it
20 didn't say we had to but we wouldn't be able to transfer
21 if we stopped being a joint employer, we'd have to be an
22 agent and then we couldn't transfer them.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13 Q. So when it says at the discretion of the
14 association, are you saying that's not correct?

15 A. Well, it's a little bit incorrect because like
16 Sarah mentioned this morning, we keep a board, a big
17 chalkboard lists people that are looking for transfers.
18 And -- but we don't advise anybody transferring them
19 unless they don't need them anymore or unless there is a
20 problem.

21 Q. And that condition "unless there is a
22 problem," does that give you the ability to transfer a
23 worker if the worker is not being treated properly by
24 the member?

25 A. Yes, it does. Yeah.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5 Q. The following sentence says, "The herder who

6 faithfully performs his duty is guaranteed under the

7 terms of the contract the opportunity for employment for

8 three years." Is that correct?

9 A. Yes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21 Q. I see. So in terms of the guarantee, you said

22 if the member doesn't need the worker then he doesn't

23 have to have him. So that's -- it's not the guarantee

24 of the member in this context; is that correct?

25 A. To understand the sheep business, you go in

1 the summertime and you've got twice as many herders as
2 you need in the wintertime. So when it comes to
3 wintertime, this time of year, you will have several
4 herders that are going looking -- that are going to have
5 to go somewhere else like to California because their
6 season of lambing is different than the season here.

7 Q. Well, I'm just wanting to know about the
8 guarantee for three years of employment. The individual
9 rancher you said if he didn't need a worker he doesn't
10 have to have him, so he's not guaranteeing the three
11 years; is that true?

12 A. No, but another member will, another member
13 will assume responsibility.

14 Q. And so the membership makes that guarantee?

15 A. Yes.

16 Q. And that membership is embodied in Western
17 Range?

18 A. Yes.

Q. And if the member rather than going out of business just decided I don't need this worker --

A. We'll transfer him; we'll find a place for him. We've always got a list of members that are looking for herders most of the time.

Q. Now, I've seen the Western Range contracts with their members and they are generally for a one-year period?

A. Right.

Q. And there is extensions for another year. I have not seen a written agreement to provide that member with three years of employment -- or that worker, that is. Am I missing something? Is there a --

A. I think so. It would probably be in the contract or booklet that we have, the articles of incorporation or the member manual.

Q. So the contract, itself, wouldn't necessarily provide that guarantee but these other sources would; is that --

A. I can't remember whether it's in the contract or not but when you pay that much money to get them here you want to use them because this gets expensive. You don't use them for three years.

Q. What happens to a worker if you've made that

1 MR. WANG: I want to ask one last question to
2 make sure the record is clear.

3 Q. You have no factual basis to conclude that
4 this complaint was valid or not as to whether it
5 amounted to working out of the --

6 MR. BERNASKE: Again, asked and --

7 Q. -- job description?

8 MR. BERNASKE: -- answered. He said he didn't
9 fault the individual. His answer was the individual
10 left. He was not -- they were not able to follow-up on
11 the complaint because he left. They did what the
12 regulations require. They called Homeland Security,
13 that's what the piece of paper says.

14 MR. WANG: So could you read back the question
15 and see if we can get a proper...

16 (Whereupon the reporter read back.)

17 Q. So there is no factual basis for your
18 conclusion that this did not amount to working out of
19 the job description; is that correct?

20 A. Right. To me, there wasn't.

[REDACTED]

1 Q. If that's -- if the answer is no that you have
2 no responsibility that's where we will leave it.

3 A. Okay.

4 (Deposition Exhibit No. 5 was received into evidence.)

[REDACTED]

Q. Now, there is some discussion proceeding that about -- in the paragraph before. It talks about Colorado Legal Services having filed six complaints with the department, I think they're referring to the US Department of Labor on behalf of sheepherders accusing ranchers of providing abysmal working conditions. And you mentioned that you've done some work with Colorado Legal Services?

A. Lots of work with them.

Q. Okay. You mentioned Chris Snyder and Julie Rodriguez?

A. Chris Snyder is out of California.

Q. Okay. Colorado -- who do you know in Colorado?

A. I know Jennifer Rodriguez and Jennifer Lee. And you'd be more than welcome to call them.

Q. Were you aware of the six complaints that that group filed against --

MR. BERNASKE: Objection. Relevance.

Q. -- the ranchers in 2008?

MR. BERNASKE: Objection. Relevance. Weeun, where are we going with this? I mean, let me --

MR. WANG: Well, we're going on the process by which Mr. Richins, you know, looks into complaints of

1 writing, in notes, telephone log or some sort of written
2 form?

3 A. Yes. And then they will be put in the
4 herder's file.

5 Q. So that's a policy that you have?

6 A. Yes, we address them immediately.

7 Q. And the transfer coordinators, do they know
8 that that's what you require them to do?

9 A. Yes, they know it.

10 Q. How do they know it?

11 A. Because that's the way we operate. They've
12 known it since they've been in the office.

13 Q. Do you -- you know, is that written someplace
14 in terms of their job description or how do you --

15 A. I don't think --

16 Q. -- make that --

17 A. -- it's written anywhere, they just know what
18 I request and we require it from them.

19 Q. Is that based on conversations that you've --

20 A. Yes.

21 Q. -- had with these people?

22 A. Yes.

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

5 Q. So now in terms of your relationship to the
6 president, Mr. Raftopoulos, and I guess before that it
7 would have been Mr. Maez?

8 A. Well, it's been several before since
9 Mr. Raftopoulos.

10 Q. Is there any written form of reporting that
11 you're excepted to provide to the president?

12 A. No.

13 Q. But report to him orally from time to time?

14 A. I talk to him from time to time when he will
15 ask if there are any problems. If there is I will tell
16 him what they are and then he will say take care of it
17 and it will be taken care of.

18 Q. And just for background, Mr. Raftopoulos, is
19 he is a full-time officer of Western Range?

20 A. Yes, he is the president. He will be going
21 out in June.

22 Q. Is that a 40-hour a week position?

23 A. No.

24 Q. Okay. That's what I meant when asked about
25 full time.

1 THE WITNESS: I don't care.

2 MR. BERNASKE: Wrap up by 5:00 tonight and
3 then that will be three and a half hours, so you will
4 have another three and a half tomorrow.

5 MR. WANG: That works for me.

6 Gary, you still there?

7 MR. LAUGHLIN: Yes.

8 MR. BERNASKE: Are you okay if we go until
9 about 5:00 and it then sounds like we've got three and a
10 half hours tomorrow probably.

11 MR. WANG: That's fine.

12 (Break taken.)

[REDACTED]

1 A. No, I didn't. I didn't do another thing.

2 Q. When you were asked to sign off that things
3 were done properly, did you ask any questions about what
4 was done?

5 A. No, I didn't because she's worked for me for a
6 long time and I trust her to do exactly what it said.

7 Q. So you just signed and no questions?

8 MR. BERNASKE: Objection. Asked and answered.

9 A. Right.

[REDACTED]

[REDACTED]

25 Q. Are you familiar with the job orders though

1 that. So I don't know what to tell you. There is no
2 requirement there to my knowledge.

3 Q. But in terms of the numbers of months, my
4 question is whether that is a Department of Labor
5 requirement or --

6 A. What you do mean the number of the months?

7 Q. It says, "in this case must have six months
8 experience."

9 A. Yes, that's to make sure the herder has got
10 experience before he comes.

11 Q. All right. But have you seen that number of
12 months vary from three, four, five or six?

13 A. No, it's always this -- this amount right
14 here.

15 Q. It's always been six months?

16 A. Yeah.

17 Q. And just to be clear, this is not the form
18 that goes to the worker in the foreign country?

19 A. No, it goes to the Department of Labor.

20 (Deposition Exhibit No. 8 was received into evidence.)

[REDACTED]

20 A. Well, the significance is, it's the only way
21 that we can do it as a joint employer. We got to have
22 all of the members sign them and it holds up the
23 paperwork. There is enough delay as it is without --
24 without taking it any longer. We have a document, I
25 think, in our office gives us power of attorney to do

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1 (The examination continued the following day.)

2 November 7, 2012 9:56 a.m.

3 EXAMINATION CONTINUED

4 BY MR. WANG:

5 Q. All right. Mr. Richins, you understand that
6 you are still under oath?

7 A. Yes.

8 Q. Okay. Could you refer again to Exhibit 8?

9 Mr. Richins, Exhibit 8 is the application for H-2A
10 certification that we had discussed at length yesterday?

11 A. Yes.

[REDACTED]

23 Q. Okay. Could you tell us what the difference
24 is between association joint employer status and these
25 other options that you had?

1 employees the H-2A workers were not requested to pay for
2 these application or recruitment fees.

3 A. Right.

4 Q. Do you recall that? And, in fact, that those
5 fees would be prohibited. Do you recall that, sir?

6 A. Yes.

7 Q. Now you indicated that those assurances were
8 not meant to apply to Western Range but to the employer
9 -- the rancher member. Is that correct?

10 A. Yes.

11 Q. Is the rancher member in a position to ensure
12 that the worker paid no recruitment fees or Visa fees?

13 A. I don't know. But I assume they are because
14 we tell them.

21 Q. So is Western Range in a position to ensure
22 that the recruiter takes no money from the workers?

23 A. I can't guarantee anything. I mean -- but
24 everyone is instructed there's no money to be given.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10 MR. WANG: Could you mark this as Exhibit 9,
11 please?

12 (Deposition Exhibit No. 9 was received into evidence.)

13 Q. Mr. Richins, I'm handing you Exhibit DR9. It
14 was given to me yesterday at the close, at the end of
15 yesterday's session. Do you know what DR9 is?

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21 Q. And why do you require the workers -- I'm
22 sorry, your members to adhere to all of these
23 obligations?

24 A. Common, good business sense.

25 Q. One of the applications under J is that they

1 MR. WANG: Okay.

2 Q. All right. Mr. Richins, thanks for catching

3 the oversight there as Exhibit 10 there, sir. Okay.

4 What is Exhibit 10?

5 A. It's a preemployment notice.

[REDACTED]

[REDACTED]

3 Q. Was there any effort made to look in your
4 office to see if there are signed forms for each of the
5 plaintiffs?

6 A. I haven't made any effort. Because once they
7 travel, it's a different contract anyway.

8 Q. Okay. So I'd ask that you look for these
9 records and produce them when they are located, sir?

10 MR. WILLIAMS: Can I interject with that?
11 Because this would have been in the documentation -- if
12 it's in the files, it would have been provided in the
13 documentation that has already been provided to you in
14 the herder file. That's the only place that that would
15 have resided. So if that's not in those documents, then
16 we don't have a copy.

17 Q. All right. So you're indicating that one of
18 these forms would have been signed by the herder --

19 A. Yes.

20 Q. And the terms would have been exactly as set
21 forth in this blank --

22 A. Yes.

23 Q. -- agreement that you provided me? Now, this
24 agreement between Western Range and the herder indicates
25 that the position that the herder has applied for is

1 Q. Which -- the consulate in the foreign country
2 of the worker?

3 A. The American consulate in the foreign country.

4 Q. I'm talking about the United States Department
5 of Labor. I've asked you whether they've reviewed this
6 contract.

7 A. I couldn't tell you. I don't know.

8 Q. Now going down to the seventh line of the
9 paragraph, the contract states "All H-2A sheepherders
10 are subject to transfer. If a member no longer needs
11 your services, you will contact Western Range
12 Association office and at the next available transfer
13 will be moved to a new employer. The H-2A sheepherder
14 program guarantees three quarter time employment."

15 Is that accurate as to the guarantee of the
16 worker?

[REDACTED]

16 Q. And as we said yesterday if there was some gap
17 in your ability to transfer a worker, would it -- I
18 think you indicated that Western Range would be obliged
19 to pay the worker during that gap period. Is that true?

20 A. Yes. It's never happened, but that's true.

21 Q. Now, the contract at the end obliges -- strike
22 that.

23 There's a provision where the worker at the
24 end of the contract indicates that he's read and
25 understood that he is to be an open-range sheepherder.

1 person that is obliged to do that?

2 A. Yes.

3 Q. Not the member?

4 A. The member contacts us. We buy a ticket to
5 make sure they go.

6 Q. And you are required to tell the worker that
7 he has to go at a certain time?

8 A. Yes. They know that. The herders know it.

9 Q. And is that your obligation, that is Western
10 Range's obligation, on the H-2A orders to comply with
11 that?

12 A. Yes.

13 MR. WANG: Make this 12, please.

14 (Deposition Exhibit No. 12 was received into evidence.)

[REDACTED]

[REDACTED]

21 Q. And the very first page is the notice of
22 action by the Department of Homeland Security --
23 A. Right.
24 Q. -- to you saying yes we've approved your
25 position?

1 A. Yes. This is the receipt.

2 Q. I see. So when the petition was granted, it
3 was granted to Western Range as the employer. Is that
4 correct?

5 A. Yes.

6 Q. And Western Range petitioned the Department of
7 Homeland Security as the employer for this worker. Is
8 that true?

9 A. Yes.

[REDACTED]

16 Q. When the Department of Homeland Security
17 granted the petition, it's stated if you will read with
18 me on the front page, "The above petition and extension
19 of stay have been approved. The status of the named
20 foreign worker in this classification as valid is
21 indicated above. The foreign worker can work for the
22 petitioner." That would be Western Range?

23 A. Yes. We are acting on behalf of the member.

24 Q. Okay. And you're adding words that don't
25 appear in the grant of the petition. Is that right?

1 second page looks like the number got caught off. Do
2 you see that, sir?

3 A. Yes.

4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 Q. Can you tell us how long this contract has
18 been used by Western Range?

19 A. For years.

20 Q. For years?

21 A. Yes.

22 Q. Has it been changed since the time that this
23 was entered?

24 A. It could have been. We've had our counsel
25 look over it and it might have been tweaked a little bit

1 but not much.

2 Q. Was there anything significant in terms of
3 changes that come to mind?

4 A. No.

[REDACTED]

[REDACTED]

6 and he needs to transfer him, otherwise he stays with
7 Mr. Fernandez.

8 Q. Are there circumstances where the worker wants
9 not to work for Mr. Fernandez?

10 A. Occasionally.

11 Q. And then in that case he could be transferred
12 to Western Range?

13 A. Yes.

14 Q. Now I just want to get to a couple of other
15 points. The compensation provision, do you see that,
16 sir?

17 A. Yes.

18 Q. Under Section 3 calls for a monthly salary of
19 \$1,118.70. Do you see that, sir?

20 A. Yes.

21 Q. Did Mr. Ruiz, was he paid that much?

22 A. I don't know.

23 Q. Do you know what the normal -- well, if he was
24 working with Max Fernandez, are you aware of what
25 Mr. Fernandez was actually paying his shearherders?

1 A. Yes.

2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 Q. Has this contract been reviewed by the
8 Department of Labor?

9 A. Couldn't answer that. Don't know.

10 Q. All right. At the bottom of the first page,
11 the obligations of the employee -- I'm sorry it's the
12 wrong section. I didn't actually mean to refer to that.
13 Let's take a look at the next page. Under Section 11
14 for termination of employment --

15 A. Yes.

16 Q. -- there are a number of ways in which the
17 agreement between Max Fernandez and the worker could be
18 terminated according to this provision. Is that right?

19 A. Yes.

20 Q. Okay. One of them is that if the employee
21 were to willfully breach a contract, then it says here
22 the association, that's Western Range, and/or the
23 employer, that would be Max Fernandez, may at their
24 option terminate the contract. Do you know why Western
25 Range retained the right to terminate the contract?

1 A. I don't.

2 Q. Is that -- since Western Range is not a party
3 to this contract, I suppose it's not really fair to say
4 that they retained the right to terminate the employee?

5 A. Probably not. I don't know why it's there. I
6 couldn't tell you.

7 Q. You have no idea why this is here?

8 MR. BERNASEK: Objection. Asked and answered.

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]

16 Q. And do you know why Western Range dictated
17 that term to the employer?

18 A. I don't know why. I can understand why, but I
19 don't know why.

20 Q. How can you understand why?

21 A. Because we've told our members we want
22 everything in writing. If they terminate them for
23 cause, we want it in writing.

24 Q. So you have the power to terminate the
25 employees so long as you get consent by the employer and

1 Q. When you say you don't employ the herder, you
2 would qualify to say that you are the joint employer of
3 the herder. Is that true?

4 A. We've gone over this. We're a joint employer
5 as a vehicle to bring them in, not to herd sheep. We
6 don't have any.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

6 MR. WANG: That should be 15.

7 (Deposition Exhibit No. 15 was received into evidence.)

8 Q. Mr. Richins, I'm providing you with Exhibit
9 15, which has no Bates numbers but that's the way it was
10 produced --

11 A. Yeah.

12 Q. -- to the plaintiffs in this case. This is a
13 copy of the report of James S. Holt, Ph.D. titled the
14 Open Range Sheep Industry in California and the Question
15 of Imposing State Minimum Wage on sheepherders. Are you
16 familiar with Mr. James Holt?

17 A. Yes.

18 Q. How so?

19 A. He was a lobbyist and worked for the law firm
20 of -- let's see, McGuinness, Norris & Williams.

21 Q. He worked for Western Range?

22 A. Yes.

23 Q. You say he's a lobbyist. What do you mean by
24 that?

25 A. I don't know. He -- he pretty well started

[REDACTED]

9 Q. And was he knowledgeable about the sheep, the
10 sheep industry?

11 A. Yes.

12 Q. How did he acquire that knowledge?

13 A. I don't know.

14 Q. Did you work with him in terms of providing
15 him industry information?

[REDACTED]

1 wage commission at that hearing. Is that correct?

2 A. Now say that again.

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 Q. Did you and he have any interaction in terms
13 of preparing for that testimony?

14 A. I can't remember. That's been a lot of years
15 ago. I don't know.

16 Q. Why did Western Range pick Mr. Holt to
17 testify?

18 A. He was more knowledgeable about H-2A than
19 anyone that we knew.

20 Q. And in terms of that knowledge of the H-2A
21 program, that would extend to Western Range's
22 obligations and its responsibilities --

23 A. Yes.

24 Q. -- into the program? Is that right?

25 A. Yes.

1 or more?

2 A. Be more likely.

[REDACTED]

[REDACTED]

16 Q. Is that consistent with the practices of
17 Western Range Association?

18 A. It all depends on the time of year.

19 Q. You said that when -- during the winter,
20 there's fewer needs for sheepherders than there are
21 during the summer. Is that correct?

22 A. Yes.

23 Q. And so would it be, would it be the case that
24 during the winter you don't need as many sheepherders
25 for that many sheep?

1 A. Yes.

2 Q. So could one sheepherder take care of two or
3 three bands --

4 A. No.

5 Q. -- in the wintertime?

6 A. No.

7 Q. Now if you were to get an application from one
8 of your members that called for 500 sheep --

9 A. Uh-huh.

10 Q. -- but he, the member wanted two or more
11 herders, what would you think of that in terms of
12 whether this application is calling for the right number
13 of workers?

14 A. I'd ask him why. And he'd have to explain to
15 me why.

16 Q. And does that happen from time to time?

17 A. Not very often because they can't afford them.

[REDACTED]

[REDACTED]

11 Q. So that's -- that would be one of those things
12 that you would apply the one strike rule?

13 A. Right.

14 Q. How do you find out? How do you go about
15 making sure that people are not using herders outside of
16 their job description?

17 A. We don't know for sure unless the herder calls
18 in and tells us something.

19 Q. Now you said before that you've, on your watch
20 you've not thrown any member out. So has that never
21 come up?

22 A. Oh, it's come up, but we reprimanded them and
23 got it taken care of it. There's been some awfully
24 close but we never had to throw one out.

25 Q. What kind of things did the worker, was the

1 Q. But you -- I'm just asking whether you would
2 have read this at the time that it was submitted?

3 A. I don't know that I did because he prepared
4 it, then gave it to the meetings in the Industrial
5 Welfare Commission.

[REDACTED]

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15 A. Yes.

4 Q. He says that involuntary termination of
5 herders by the Western Range Association are very rare.
6 Herders who are terminated, whether voluntarily or
7 involuntarily, are offered prepaid return transportation
8 to the home country by Western Range Association. Is
9 that also true?

10 A. Yes.

11 Q. Is there anything about the two paragraphs
12 that we've just gone over that Mr. Holt read -- wrote
13 that doesn't apply in full force today?

14 A. No.

15 Q. Okay. Let me give you what we'll mark now as
16 Exhibit 16.

17 (Deposition Exhibit No. 16 was received into evidence.)

18 Q. Mr. Richins, Exhibit 16 is a set of documents
19 marked WRA000179 through 000204. And it was produced
20 from a group of documents that related to Western
21 Range's joint employment of Eduardo Martinez. Do you
22 see that, sir?

23 A. Yes.

24 Q. Page 1 of this set of documents is the
25 sheepherder agreement between Ellison Ranching and

1 A. I didn't pay much attention to it to be honest
2 with you.

3 Q. So since we were a little bit confused about
4 what we were talking about, I thought you said yesterday
5 you reviewed the lawsuit complaint?

6 A. I did.

7 Q. And when you read that these workers asserted
8 that they were not working as sheepherders, did you
9 check the facts, maybe even go to Mr. Fernandez, maybe
10 check some of the other workers?

11 A. Yes.

12 Q. Okay. And what did you do --

13 A. I checked with Mr. Fernandez and he told me
14 that was wrong. And he says I can prove it by the
15 people that work on my ranch.

16 Q. And did you do any follow up with that?

17 A. No.

18 Q. You didn't check the veracity of the
19 statements to you?

20 A. Where was I going to find an answer to it?

21 Q. You didn't check with his other workers?

22 A. No, I didn't.

23 Q. So you took his statement at face value?

24 A. Yes.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6 (Deposition Exhibit No. 18 was received into evidence.)

7 Q. Mr. Richins, you've just been handed
8 Exhibit 18. This is --

9 MR. WILLIAMS: Is this something we should
10 have?

11 Q. This was reviewed yesterday with Ms. Peters.
12 And that's the --

13 MR. BERNASEK: Yeah, it's right here.

14 Q. -- the WRA production numbers 000354 through
15 000369. And are you familiar with this packet of
16 documents?

17 A. Yes.

18 Q. Can you just tell us what it is?

19 A. It's member information.

20 Q. Okay. And it's from -- it's about Max
21 Fernandez?

22 A. Yes.

23 Q. Now if you would turn to page 356. This would
24 be a letter from Mr. Fernandez to Larry Garro dated
25 September 28, 1995. Is that Mr., Mr. Fernandez's

1 Q. And are there -- could you tell us whether you
2 talked to him about these plaintiffs, though?

3 A. I don't remember. I think it was to do with
4 that investigation the DOL had against Max.

5 Q. Okay. And what do you recall happened in that
6 conversation?

7 A. I don't remember what it was. Nothing earth
8 shaking, I know that.

9 Q. So you do remember talking to him about the
10 investigation but nothing else?

11 A. Yes, that's it.

[REDACTED]

1 Ruiz v. Fernandez 11/06/12 Deposition of Dennis Richins

2 C E R T I F I C A T E

3
4 STATE OF UTAH)
:ss
5 COUNTY OF SALT LAKE)

6
7 THIS IS TO CERTIFY that the deposition of
8 DENNIS RICHINS, the witness in the foregoing deposition
9 named, was taken before me, Katie A. Harmon, a
Registered Professional Reporter, Certified Court
Reporter, and Notary Public in and for the State of
Utah:

10
11 That the said witness was by me, before
12 examination duly sworn to testify the truth, the whole
truth, and nothing but the truth in said cause;

13 That the testimony of said witness was
14 reported by me in Stenotype, and thereafter caused to be
transcribed into typewriting, and that a full, true, and
15 correct transcription of said testimony so taken and
transcribed is set forth in the foregoing pages and said
witness deposed and said as in the foregoing annexed
deposition.

16
17 I further certify that a copy of the
transcript of the same was mailed to the witness at 1245
Brickyard Road Salt Lake City, UT 84106 for reading,
18 along with the original witness certificate, said
certificate to be signed in front of a Notary Public and
19 to be returned Within 30 days of the date hereon.

20 I further certify that I am not of kin or
otherwise associated with any of the parties to said
21 cause of action, and that I am not interested in the
event thereof.

22
23 WITNESS MY HAND and official seal at Salt Lake
City Utah, 21st this day of November, 2012.

24
25 _____
Katie Harmon, RPR, CSR

26
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1 Ruiz v. Fernandez 11/06/12 Deposition of Dennis Richins
2 C E R T I F I C A T E
3

4 STATE OF UTAH)
 :ss
5 COUNTY OF SALT LAKE)
6

7 THIS IS TO CERTIFY that the deposition of
8 DENNIS RICHINS, the witness in the foregoing deposition
9 named, was taken before me, Susan Sprouse, a Registered
10 Professional Reporter, Certified Court Reporter, and
11 Notary Public in and for the State of Utah:

12 That the said witness was by me, before
13 examination duly sworn to testify the truth, the whole
14 truth, and nothing but the truth in said cause;

15 That the testimony of said witness was
16 reported by me in Stenotype, and thereafter caused to be
17 transcribed into typewriting, and that a full, true, and
18 correct transcription of said testimony so taken and
19 transcribed is set forth in the foregoing pages and said
20 witness deposed and said as in the foregoing annexed
21 deposition.

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26 certificate to be signed in front of a Notary Public and
27 to be returned Within 30 days of the date hereon.

28 I further certify that I am not of kin or
29 otherwise associated with any of the parties to said
30 cause of action, and that I am not interested in the
31 event thereof.

32 WITNESS MY HAND and official seal at Salt Lake
33 City Utah, 21st this day of November, 2012.

34 _____
35 Susan Sprouse, RPR, CSR

36 GARCIA & LOVE REPORTING AND VIDEOGRAPHY
37 801.538.2333